



Workington & District Amateur Musical Society Room hire - terms and conditions

A room hire charge is payable for each room booked. Provisional booking may be made over the telephone, by e-mail or other means. However no booking will be binding until:

1. A signed booking form confirming agreement to these conditions has been received by the Society.
2. The Society has signed the agreement indicating to the Hirer that it has accepted the booking.

First Party: The Society
Second Party: The Hirer

Equipment

The Society must receive a minimum notice period of 5 working days if equipment or technical support is required and unless confirmed in writing by the Society, the Hirer must not regard the Society as under any legal obligation to provide these.

Hirers providing their own equipment must confirm this with the Society and note that the Society cannot provide technical assistance with such items nor shall it accept responsibility for any loss or damage or for any malfunction. It is the Hirer's responsibility to ensure the suitability of such equipment for the environment in which it is to be used. Hirers are responsible for the security and insurance of any such equipment, for obtaining all consents or licences and for its prompt removal at the end of the event. Hirers will indemnify the Society against any costs or damages incurred through the use of their personal equipment. The Society reserves the right to refuse permission to use certain equipment. In the event of equipment owned by the Society not functioning correctly, this should be reported to the Society who will arrange for the necessary action to be taken. Hirers themselves must not interfere with the Society's equipment.

Use of premises

Hirers must comply at all times with fire, security, emergency and health and safety regulations. Fire instructions including fire escape routes are displayed within the premises. Fire exits and routes must not be obstructed. Hirers may arrange the furniture as required, but must restore the room(s) to their original condition after use. If moving furniture, it must be lifted, not dragged, across the floors. Nothing may be fixed to walls, ceilings, floor or pillars of any room by nails, screws, drawing pins, tape or other means without prior written approval.

The Gordon Street building is a no-smoking zone.



Hirers must appoint a "responsible person" to ensure that all are aware of fire regulations and to ensure that they leave the building promptly in the event of a fire.

These Room Hire Terms and Conditions confer a personal licence and permission on the Hirer.

Hirers must not sub-license or share occupation of the rooms.

Hirers may not use any public area of the premises for registrations of guests, distribution or display of promotional material or for display of company signs or notices without prior written approval.

Hirers may not hold press conferences or make television or radio recordings on the premises without prior written approval from the Society.

Hirers shall not show films, videos or perform plays without the prior written approval of the Society.

Hirers shall have access to the room booked between the access time and the finish time stated on the booking sheet.

The event must end and the room be cleared no later than the finish time as stated on the booking sheet.

Shared access to the kitchen and conveniences is permitted during the same period.

It is the Hirer's responsibility to ensure the maximum notified capacity of each room is not exceeded at any time.

Any accidents or damage occurring within the premises shall be reported immediately to a member of Management or a designated building manager.

Any property causing an obstruction to a fire escape route may be removed from the premises without notice.

The Hirer shall be responsible for the orderly and safe conduct of the event, for ensuring that no action of the Hirer, their agents, contractors, employees or guests interferes with any other person's use or enjoyment of the Society's premises, causes a nuisance, is an infringement of, or renders possible, the forfeiture of permissions attaching to the Society's premises.

Hirers shall be responsible for ensuring there is no illegal betting or gaming.

Room hire, business services, equipment and all other charges are subject to periodic review therefore they may occasionally differ from charges quoted upon initial enquiry.



The charges applicable to the event as stated in the booking sheet will be fixed and firm from date of receipt by the Society of the signed conditions.

Any other charges arising will be based on the price list current at the date of the event.

Should the event continue after the finish time any additional room hire, business services, equipment hire and other charges will be payable at the appropriate hourly rate.

Payment is due immediately on receipt of the invoice

Cancellation

Bookings may be cancelled with immediate effect with or without notice and without liability at the sole discretion of the Society if:

- The event is of a different nature to that originally indicated.
- The event may be illegal.
- The event may bring bad publicity or disrepute upon the Society.
- It is possible that the Hirer may not be able to honour its obligations under the contract.
- The number of attendees may exceed published capacity figures and it is not possible to reorganise the booking within the Society's premises.
- There is a breach in any of the conditions of booking.
- The Society may cancel any booking with immediate effect with or without notice and without liability in circumstances outside its reasonable control. These may include, but are not limited to: Act of God, fire, refusal to grant or extend a licence, strikes, lock-out or industrial action whether involving Society employees or a third party or any act or omission of the Hirer, its agent, contractor, employees or guest.

Cancellation of the booking by the Hirer must be notified to the Society immediately on the Hirer becoming aware of the need for cancellation. Any notification of cancellation must be confirmed in writing to the Society. The Society may impose a 50% cancellation charge.

Legal and insurance

Hirers shall indemnify the Society against all loss or damage or liability, including indirect or consequential loss or damage, howsoever arising from this booking.

This shall include, but not be limited to: loss or damage to the Society's premises, fixtures, fittings, furnishing, equipment, stock and other contents howsoever arising, including death or injury to any person or the Hirer's own property or persons attending events managed by the Hirer.

Hirers shall effect and maintain Events, Public Liability or other insurance to an appropriate level which will indemnify the Hirer, its agents, contractors, employees or guests against any claim, cost, or expense



incurred in respect of any injury to any person or loss or damage to property howsoever arising from this event, and shall, if so requested by the Society, provide evidence of such insurance cover.

In no circumstances shall the Society be liable to the Hirer in contract or in tort, including negligence or breach of statutory duty, for:

- Any increase in the Hirer's costs or expenses.
- Any loss of the Hirer's profit, business, contracts or goodwill.
- Any indirect or consequential damage of any nature whatsoever.

If two or more persons are named on the booking sheet their liability is joint and several. This means that each person can be held fully responsible for all the responsibilities under the contract. If any complaint or claim arises out of the booking the Society shall be notified immediately and the Hirer shall provide written details within seven days of the event.

The agreement is subject to English law.

Hirers shall not make use of the name or designation of the Society for promotional purposes in any way whatsoever, except with the prior written approval of the Society.